







## EXTRACTS.

**Important Consular Case.**  
H. B. M. CONSULAR COURT.  
Before Sir Harry Parkes, K. C. B. Consul.  
E. J. Hoos, Esq., *Assessor.*  
NICHOLAS LATIMER.  
For the Plaintiff, Mr. POLLARD instructed by Mr. COOPER.  
Defendants Mr. LAWRENCE.  
J. GILFILLAN & GLOVER & CO.  
CLAIM.  
Tis, 23,000 for Breach of duty as agents or factors.  
Defendants pleaded.—Not guilty.  
Mr. POLLARD, in his defense, the Plaintiffs, recite the circumstances under which the present action was brought and, reading the correspondence upon which the breach of duty was established, this correspondence was exceedingly voluminous, but the evidence will show its nature.

James GILFILLAN sworn, states—I am Plaintiff in this case and owner of the *Chusan*. I purchased her in November last, I consigned her to the Defendants for sale by letter marked January 1st, 1863, and added to my instructions, "I send her over, I did it by Mr. J. W. Wood who held my power of Attorney to act generally about the steamer and effect the transfer. The correspondence from B to 1, inclusive, I received from Glover & Co., and write another letter on the 10th December, marked (T) (that is to say, dated 1st January). These letters now handed to Court comprise all the correspondence which passes between Messrs. Glover and myself on the subject of the steamer (*Chusan*). When I said in my correspondence with Mr. Glover that I did not receive his letter, I did not mean that he had not written to me, but that he had not written to me in time, in effecting the transfer of the steamer and in acting for my interests. I was not aware of any other circumstances than those alluded to in their letters marked C. and D.

I have the letter now produced addressed to Mr. Maine; it was sent to me by his directions by the *Chusan* from Nagasaki. I was not aware of the circumstances mentioned by Mr. T. F. Glover, who I wrote the letter to. The letter of Mr. T. F. Glover, I did not receive. I had of the offer of \$10,000 from Mr. Maine on his arrival here, this letter was forwarded by his instructions. When the *Chusan* left for Nagasaki, I should say she had cost me \$6,000. She returned here un sold and is still so; she went from Nagasaki to Hongkong, except for payment of Chusan's port in Hongkong, at \$1,000, as she stood at the time of sale.)

Cross examined by Defendant's Attorney stating never received any letter from Mr. Maine telling he had sold her to him, he did not know that he thought that he could have sold her for \$10,000 if Glover & Co. had followed up their instructions and sent her up in time, instead of being kept back. I have not got that letter; it was a private one and was destroyed.

He then said that when he had sold her instead of the *Chusan*, he mentioned to me that he had written me not complaining of the detention of the steamer by Glover & Co., and that he had also written to them saying that they were spoiling the sale of the steamer.

I am not sure that he mentioned to me that he did not recall the date on which he made the offer.

Mr. T. F. Glover, who I wrote the letter to, I do not recall giving any date.

Mr. GILFILLAN sworn, states—I do not recall giving any date to the sale of the *Chusan* in private conversation with Mr. Maine. I never said that she might be sold or not, nothing. I do not know what was in the correspondence, the steamer was not sent from Nagasaki to Yokohama by Mr. Maine's request. She was sent by my orders (letter of the 16th January). I believe Glover & Co effected the sale of the steamer. I never received any letter written by Mr. T. F. Glover.

I only received two letters, there may have been others; one is marked N. (the other now handed in marked O.)

By the Court.—Is the note of Mr. Maine dated 16th January, in Yokohama, it was simply asking him to send over the whole of the correspondence between Glover & Co. and myself relative to the *Chusan*, there might have been another letter that I do not know of.

In consequences of Mr. Maine's letter to Mr. D. H. DUDDELL, I do not know.

John WILLIAM WOOD, sworn.—I went to Japan, Nagasaki, in November last, the *Chusan*, taking with me a power of Attorney, giving me power in matters appertaining to sale of *Chusan* and the *Chusan* was the most valuable property of one. I wrote to Glover & Co. giving the limits of sale—I had Mr. Gilfillan's authority to do so. I left shortly after. I did not modify or revoke that letter before leaving, to the best of my knowledge.

Examined by Defendant's Attorney.—We arrived on the 3rd December and I think I left on the 19th. I am not aware of any cause of complaint against Messrs. Glover & Co. during my stay there. I was residing with them during the time of the *Chusan* and the most valuable steamer I was laid up 12 days out of the 16 when there. I authorized them to detain the steamer till the 26th Dec. if not sold, in the latter case to send her to Yokohama according to Mr. D. H. DUDDELL's instructions.

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